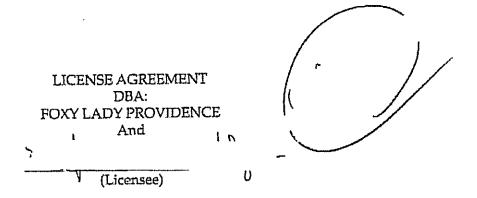
Exhibit 10



LICENSE AGREEMENT

This license and and entered into this 2 day of 7, 20/2 by and between ereafter "licensee") and Foxy Lady Providence, 318 Chaikstone Avenue, r roymence, Rhode Island 02908 ("licensor")

RECITALS

- Licensor operates a bar and restaurant at 318 Chalkstone Avenue, Providence, Rhode Island 02908 under the name "Foxy Lady".
- 2. Licensee is an entertainer and is self-employed in the entertainment business.
- 3. Licensee desires to obtain a nonexclusive license, from time-to-time, to entertain patrons of "Foxy Lady" in order that Licensee may earn fee and tip income from those patrons.
- 4. Licensee may wish to avail herself/himself, from time-to-time, of the location provided by Licensor, and at Licensee's sole discretion to earn fee and tip income, bases on the rates than charged by Licensee.

NOW, THEREFORE, the parties agree to the terms SET FORTH ON THE ATTACHED PAGES WHICH ARE PART OF THE AGREEMENT. The parties have executed this License Agreement the day and year first above written, and Licensee acknowledges receipt of a copy of this agreement.

- Recitals. The recitals above set forth are true and correct and are incorporated into the body of this Agreement by reference.
- 2. Licensee period: Time. The non-exclusive license therein granted to the Licensee, subject to revocation or forteture is hereafter set forth, shall begin at such time as this Agreement is signed by both parties and shall run in periods of a single day increments thereafter. Each single day increments shall automatically be renewed until revocation or until terminated in a manner set forth in Section 11 hereafter. The Licensee fee _day; per __ night, \$____ shall be 5__ diem, which fee shall be paid in advance at the beginning of each shift, or the first operative day thereafter, for each day the License is to be utilized by the Licensee. Failure to pay the licensee fee shall result in temporary suspension of the license for the day and time period to which the fee is applicable.
- Granting of License, Licensor shall provide the Licensee with a form, in substantially the same format as Exhibit A attached hereto, on which Licensee will provide notice to Licensor of the dates and times during the License period set forth In Section 2 above that the Licensee is available to utilize the License. Said form shall be submitted by the Licensee no later than Wednesday in the week before the times and dated selected by the Licensee to utilize the license in the ensuing week(s). Licensor shall, on or before Friday at 5:00 p.m. following the Wednesday in which the form is submitted to Licensor, notify Licensee of the dates and times available of the nonexclusive License by Licensee. The Licensee may accept or reject the available dates and times submitted by Licensor, in the event Licensee accepts the dates and times submitted by Licensor than this nonexclusive License shall permit Licensee to exercise the rights granted to the Licensee hereunder and

- shall require Licensee to pay the License fee on a per dlem basis set forth in Section 2 above.
- Andinonal services provided by Licensus. If Licensor has services, such as a limitaliesses of locker or the like. Licencoo may, or may not, at the Licensee's sole discretion, use such services provided by the Licensor. By accepting the License, the Licensee consents to have any locker or dressing room or area, or any bag, handbag, or purse, or any one or more of the foregoing subject to random inspection by authorized individuals of the Licensor, or by Individuals from one of the political entities or subdivisions foreselerenced in order to incure compliance with Section 10 of this License Agreement.
- 5. License Entitlement. Once the nonexclusive License has been granted to the Licensec, the Licensee shall be entitled to dance, or otherwise perform for the patrons of the "Foxy Lady". Any fee and tip income received by the Licensee is to be based upon agreement reached solely by the Licensee and the patron, and shall be the sole property of the Licensee. The Licensee acknowledges that such fee and tip income must be reported to the Internal Revenue Service and the Commissioner of Revenue of the State of Rhode Island as income upon which the Licensee must pay State and Federal Income tax, as well as self-employment tax, in the amount prescribed by law. Licensee acknowledges that he or she is self-employed. Licensee acknowledges that he or she must file quarterly estimates of income and self-employment tax with both the Internal Revenue Service and the Commissioner of Revenue of the State of Rhode Island. If a patron does not pay Licensee based on the agreement between them, the collection of any amounts due shall be the sole responsibility of and at cost to the Licensee, Licensee agrees to participate in Licensors' show presentations to patrons in the manner

- coordinated by Licensor in order to provide all non-exclusive Licensees and equal opportunity to obtain fee and tip income.
- 6. Costume. Costumes worn by the Licensee must be in good taste and not in violation of federal, state, county, or city laws or regulations. Licensee agrees to immediately make changes to his or her costume if asked to do so by the Licensor if the Licensor believes the costume worn by the Licensee is not consistent with the intent of this Section 6.
- 7. Insurance. Licensee shall be responsible for his or her own health insurance, automobile insurance, life insurance and any and all other types of insurance which the Licensee may wish to purchase, procure, and maintain at Licensee's sole discretion and cost. Licensee specifically acknowledges that Licensee does not expect to be provided with any insurance coverage by the Licensor, and the Licensee acknowledges that he or she is not entitled to any training, vacation or holiday pay, office secretary, workers' compensation insurance, or any other benefit from Licensor. Specifically, Licensee acknowledges that he or she has the opportunity to obtain workers' compensation coverage on his or her own behalf and expense. Licensee specifically rejects such coverage.
- 8. Obtaining a License. Any license required from any federal, state, county, city, governmental agency or subdivision thereof shall be the sole responsibility of Licensee. Licensee has the sole discretion when he or she desires to apply for a non-exclusive License. Conversely, the Licensor reserves the right to grant or deny a License to any individual that may apply for a nonexclusive License for any reason whatsoever. The License is applied for at the Licensees sole discretion and granted within Licensor's sole discretion, but the License is not

- based on any inherent right of Licensee to be issued a License.
- Non-relationship between Licensor and Licensee, Licensee acknowledges that he or she is not an agent, employee, partner, or joint venture with the Licensor, and has absolutely no authority to represent, contract on behalf of, obligate, nor is he or she subject to control by the Licensor in any manner whatsoever. Licensee further acknowledges that the License is obtained solely to enable the Licensee to entertain a patron of the "Foxy Lady". Accordingly, the Licensee hereby waives any and all claims he or she may have as against the Licensor to the extent the Licensee hereafter claims the Licensor is and employer, agent, joint venture, or partner with or of Licensee and release fully and completely the Licensor from any claim, obligation, debt, or liability that may arise by reason thereof. Licensee specifically acknowledges that he or she is not an employee and therefore does not expect not only a minimum wage but any wage whatsoever from the Licensor, nor any other benefit whatsoever from the Licensor save and except the limited privilege granted to Licensee by obtaining the non-exclusive License herein outlined and described. Licensee may undertake to render similar services to other persons or entitles at other locations and under other circumstances or arrangements at the sole discretion of the Licensee.

LEGAL AGREEMENT

THIS IS A LEGAL AND BINDING AGREEMENT, LICENSEE ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, AND TO THE EXTENT ANY TERM OR PROVISIONS HAS NOT BEEN UNDERSTOOD THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE EITHER HAS OBTAINED LEGAL COUNSEL, OR IS AWARE OF HIS OR HER RIGHT TO OBTAIN HIS OR HER OWN LEGAL COUNSEL, OR ADVISE FROM ANOTHER PERSON, TO EXPLAIN ANY TERM OR CONDITION NOT UNDERSTOOD PRIOR TO THE EXECUTION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written and Licensee acknowledges receipt of a copy of this Agreement.

Licensee:	
×	
•	
<u>×</u>	
(Print or type na	ime)
Licensor:	(ADY
(Print on type na	ime of Licensor)
By: Carol	moran
Initials:	Cam

FOXY LADY PROVIDENCE, RI

When you Became a "Licensee" of the Foxy Lady, Providence, you were recognized as being special and worthy of performing at a nightclub that has been given many national award's for its excellence in the Gentleman's Club Industry.

Without question one of the most destructive elements in today's society is the unlawful use of illegal drugs and prostitution.

If you participate in any illegal use or distribution of drugs or entrance illicit contact with guests on the premises of this nightclub, you will have your "license' to perform revoked and this nightclub will report you to the proper authorities.

You are a professional do not cheat yourself and your loved ones by a conduct unbecoming a lady who lives her life with dignity.

I fully understand the importance and enforcement of the "Foxy Lady Drug and Prostitution" Policy.

Silmature

7/2/12. Date